

In re:
Allen Baxter, III
Debtor

Case No. 19-16493-amc
Chapter 13

District/off: 0313-2
Date Rcvd: Jul 12, 2024

User: admin
Form ID: pdf900

Page 1 of 2
Total Noticed: 1

The following symbols are used throughout this certificate:

Symbol Definition

- + Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Jul 14, 2024:

Recip ID	Recipient Name and Address
db	+ Allen Baxter, III, 6923 Greenway Avenue, Philadelphia, PA 19142-1117

TOTAL: 1

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.
Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI).

NONE

BYPASSED RECIPIENTS

The following addresses were not sent this bankruptcy notice due to an undeliverable address, *duplicate of an address listed above, *P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

NONE

NOTICE CERTIFICATION

I, Gustava Winters, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Jul 14, 2024

Signature: /s/Gustava Winters

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on July 12, 2024 at the address(es) listed below:

Name	Email Address
DANIEL P. JONES	on behalf of Creditor LOANDEPOT.COM LLC djones@sterneisenberg.com, bkecf@sterneisenberg.com
DAVID M. OFFEN	on behalf of Debtor Allen Baxter III dmo160west@gmail.com, davidoffenecf@gmail.com;offendr83598@notify.bestcase.com
DENISE ELIZABETH CARLON	on behalf of Creditor MIDFIRST BANK bkgroup@kmllawgroup.com
JACK K. MILLER	on behalf of Trustee WILLIAM C. MILLER Esq. philaeclf@gmail.com, ecfemails@ph13trustee.com
JEROME B. BLANK	on behalf of Creditor LOANDEPOT.COM LLC jblank@pincuslaw.com, mmorris@pincuslaw.com
JOSHUA DOMER	on behalf of Creditor City of Philadelphia joshua.domer@phila.gov Edelyne.Jean-Baptiste@Phila.gov

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KENNETH E. WEST

ecfemails@ph13trustee.com philaecf@gmail.com

KENNETH E. WEST

on behalf of Trustee KENNETH E. WEST ecfemails@ph13trustee.com philaecf@gmail.com

MARIO J. HANYON

on behalf of Creditor LOANDEPOT.COM LLC wbefcf@brockandscott.com, mario.hanyon@brockandscott.com

THOMAS SONG

on behalf of Creditor LOANDEPOT.COM LLC tomysong0@gmail.com

United States Trustee

USTPRegion03.PH.ECF@usdoj.gov

TOTAL: 11

Allen Baxter III	<u>Debtor(s)</u>	CHAPTER 13
MIDFIRST BANK	<u>Movant</u>	NO. 19-16493 AMC
vs.		
Allen Baxter III	<u>Debtor(s)</u>	11 U.S.C. Section 362
Kenneth E. West Esq.	<u>Trustee</u>	

STIPULATION

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. This stipulation settles the Certification of Default filed by Movant (DOC. 129) and the Debtor's objection filed to our default (DOC.130). The previous stipulation filed on February 2, 2022, Doc. 85 is no longer valid.
2. As of June 6, 2024, the post-petition arrearage on the mortgage held by the Movant on the Debtor's residence is **\$1,361.76**. Post-petition funds received after June 6, 2024, will be applied per the terms of this stipulation as outlined here. The arrearage breaks down as follows;

Post-Petition Payments: March 2024 through June 2024 at \$340.44/month
Total Post-Petition Arrears \$1,361.76

3. Debtor(s) shall cure said arrearages in the following manner;
 - a). Beginning on July 2024 and continuing through November 2024, until the arrearages are cured, Debtor(s) shall pay the present regular monthly payment of **\$340.44** on the mortgage (or as adjusted pursuant to the terms of the mortgage) on or before the first (1st) day of each month (with late charges being assessed after the 15th of the month), plus an installment payment of **\$275.35 for July 2024 through October 2024 and**

at the address below;

MIDFIRST BANK

999 Northwest Grand Boulevard

Oklahoma City, OK 73118

b). Maintenance of current monthly mortgage payments to the Movant thereafter.

4. Should debtor(s) provide sufficient proof of payments (front & back copies of cancelled checks and/or money orders) made, but not credited, Movant shall adjust the account accordingly.

5. In the event the payments under Section 2 above are not tendered pursuant to the terms of this stipulation, the Movant shall notify Debtor(s) and Debtor's attorney of the default in writing and the Debtors may cure said default within FIFTEEN (15) days of the date of said notice. If Debtor(s) should fail to cure the default within fifteen (15) days, the Movant may file a Certification of Default with the Court and the Court shall enter an Order granting the Movant relief from the automatic stay.

6. The stay provided by Bankruptcy Rule 4001(a)(3) is waived.

7. If the case is converted to Chapter 7, the Movant shall file a Certification of Default with the court and the court shall enter an order granting the Movant relief from the automatic stay.

8. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.

9. The provisions of this stipulation do not constitute a waiver by the Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the mortgage and applicable law.

10. The parties agree that a facsimile signature shall be considered an original

signature.

Date: June 6, 2024

/s/ Denise Carlon, Esquire

Denise Carlon, Esquire

Attorney for Movant

Date: 6/18/2024

/s/ David M. Offen

David M. Offen, Esquire

Attorney for Debtor(s)

Date: 7/9/2024

/s/ Jack Miller

Jack Miller, Esquire

Chapter 13 Trustee

Approved by the Court this 12thday of July, 2024. However, the court retains discretion regarding entry of any further order.



Bankruptcy Judge

Ashely M. Chan

IN RE: Allen Baxter III	Debtor(s)	BK NO. 19-16493 AMC
MIDFIRST BANK	Movant	Chapter 13
vs.		
Allen Baxter III	Debtor(s)	
Kenneth E. West Esq.,	Trustee	

**CERTIFICATE OF SERVICE
Stipulation**

I, Denise Carlon of KML Law Group, P.C., certify that I am, and at all times hereinafter mentioned was, more than 18 years of age and that on July 10, 2024, I served the above captioned pleading, filed in the proceeding on the parties at the addresses shown below;

Debtor(s)
Allen Baxter III
6923 Greenway Avenue
Philadelphia, PA 19142
Attorney for Debtor(s)
David M. Offen, The Curtis Center
601 Walnut Street, Suite 160 West
Philadelphia, PA 19106

Trustee
Kenneth E. West Esq.
Office of the Chapter 13 Standing Trustee (VIA
ECF)
1234 Market Street - Suite 1813
Philadelphia, PA 19107

Method of Service: electronic means or first class mail

Dated: July 10, 2024

/s/Denise Carlon Esquire
Denise Carlon Esquire
Attorney I.D. 317226
KML Law Group, P.C.
BNY Mellon Independence Center
701 Market Street, Suite 5000
Philadelphia, PA 19106
201-549-2363
dcarlon@kmllawgroup.com